



Rep. Kevin John Olickal

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10400SB1799ham001

LRB104 08157 LNS 26076 a

1 AMENDMENT TO SENATE BILL 1799

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 1799 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The School Code is amended by changing Section  
5 10-22.34c as follows:

6 (105 ILCS 5/10-22.34c)

7 Sec. 10-22.34c. Third party non-instructional services.

8 (a) A board of education may enter into a contract with a  
9 third party for non-instructional services currently performed  
10 by any employee or bargaining unit member or lay off those  
11 educational support personnel employees upon 90 days written  
12 notice to the affected employees, provided that:

13 (1) a contract must not be entered into and become  
14 effective during the term of a collective bargaining  
15 agreement, as that term is set forth in the agreement,  
16 covering any employees who perform the non-instructional

1 services;

2 (2) a contract may only take effect upon the  
3 expiration of an existing collective bargaining agreement;

4 (3) any third party that submits a bid to perform the  
5 non-instructional services shall provide the following:

6 (A) evidence of liability insurance in scope and  
7 amount equivalent to the liability insurance provided  
8 by the school board pursuant to Section 10-22.3 of  
9 this Code;

10 (B) a benefits package for the third party's  
11 employees who will perform the non-instructional  
12 services comparable to the benefits package provided  
13 to school board employees who perform those services;

14 (C) a list of the number of employees who will  
15 provide the non-instructional services, the job  
16 classifications of those employees, and the wages the  
17 third party will pay those employees;

18 (D) a minimum 3-year cost projection, using  
19 generally accepted accounting principles and which the  
20 third party is prohibited from increasing if the bid  
21 is accepted by the school board, for each and every  
22 expenditure category and account for performing the  
23 non-instructional services;

24 (E) composite information about the criminal and  
25 disciplinary records, including alcohol or other  
26 substance abuse, Department of Children and Family

1 Services complaints and investigations, traffic  
2 violations, and license revocations or any other  
3 licensure problems, of any employees who may perform  
4 the non-instructional services, provided that the  
5 individual names and other identifying information of  
6 employees need not be provided with the submission of  
7 the bid, but must be made available upon request of the  
8 school board; and

9 (F) an affidavit, notarized by the president or  
10 chief executive officer of the third party, that each  
11 of its employees has completed a criminal background  
12 check as required by Section 10-21.9 of this Code  
13 within 3 months prior to submission of the bid,  
14 provided that the results of such background checks  
15 need not be provided with the submission of the bid,  
16 but must be made available upon request of the school  
17 board;

18 (4) a contract must not be entered into unless the  
19 school board provides a cost comparison, using generally  
20 accepted accounting principles, of each and every  
21 expenditure category and account that the school board  
22 projects it would incur over the term of the contract if it  
23 continued to perform the non-instructional services using  
24 its own employees with each and every expenditure category  
25 and account that is projected a third party would incur if  
26 a third party performed the non-instructional services;

1           (5) review and consideration of all bids by third  
2 parties to perform the non-instructional services shall  
3 take place in open session of a regularly scheduled school  
4 board meeting, unless the exclusive bargaining  
5 representative of the employees who perform the  
6 non-instructional services, if any such exclusive  
7 bargaining representative exists, agrees in writing that  
8 such review and consideration can take place in open  
9 session at a specially scheduled school board meeting;

10           (6) a minimum of one public hearing, conducted by the  
11 school board prior to a regularly scheduled school board  
12 meeting, to discuss the school board's proposal to  
13 contract with a third party to perform the  
14 non-instructional services must be held before the school  
15 board may enter into such a contract; the school board  
16 must provide notice to the public of the date, time, and  
17 location of the first public hearing on or before the  
18 initial date that bids to provide the non-instructional  
19 services are solicited or a minimum of 30 days prior to  
20 entering into such a contract, whichever provides a  
21 greater period of notice;

22           (7) a contract shall contain provisions requiring the  
23 contractor to offer available employee positions pursuant  
24 to the contract to qualified school district employees  
25 whose employment is terminated because of the contract;  
26 and

1 (8) a contract shall contain provisions requiring the  
2 contractor to comply with a policy of nondiscrimination  
3 and equal employment opportunity for all persons and to  
4 take affirmative steps to provide equal opportunity for  
5 all persons.

6 (b) As used in this subsection (b), "emergency situation"  
7 means a sudden and unforeseen event or change in circumstances  
8 that would result in a near-term interruption of  
9 non-instructional services that calls for immediate action.

10 Notwithstanding subsection (a) of this Section, a board of  
11 education may enter into a contract, of no longer than 3 months  
12 in duration, with a third party for non-instructional services  
13 currently performed by an employee or bargaining unit member  
14 for the purpose of augmenting the current workforce in an  
15 emergency situation that threatens the safety or health of the  
16 school district's students or staff, provided that (i) the  
17 school board meets all of its obligations under the Illinois  
18 Educational Labor Relations Act and (ii) the board of  
19 education posts all vacant positions used for augmenting the  
20 current workforce on the school district's website, in a  
21 manner that is easily accessible to the affected bargaining  
22 unit, if applicable, and the general public, as well as on all  
23 other platforms on which the board of education advertises its  
24 vacancies, including, but not limited to, online job portals,  
25 databases, and social media sites. The board of education must  
26 post all vacant positions in the manner described in this

1 subsection (b) for the entirety of an emergency contract and  
2 the entirety of any renewed emergency contract until the  
3 emergency contract expires.

4 A board of education that attempts to renew or enter into  
5 any new contract of any type whatsoever for any reason  
6 whatsoever with a third party for non-instructional services  
7 to augment the current workforce for that same group of  
8 employees in an emergency situation under this subsection (b)  
9 2 times must follow all of the steps set forth in paragraph (6)  
10 of subsection (a) or obtain mutual agreement with the affected  
11 bargaining unit, if any. The mutual agreement must be separate  
12 from the collective bargaining agreement that the affected  
13 bargaining unit has with the board of education.

14 A board of education that attempts to renew or enter into  
15 any new contract of any type whatsoever for any reason  
16 whatsoever with a third party for non-instructional services  
17 to augment the current workforce for that same group of  
18 employees in an emergency situation under this subsection (b)  
19 3 times or more is required to obtain mutual agreement with the  
20 affected bargaining unit, if any. The mutual agreement must be  
21 separate from the collective bargaining agreement that the  
22 affected bargaining unit has with the board of education.

23 (c) The changes to this Section made by this amendatory  
24 Act of the 95th General Assembly are not applicable to  
25 non-instructional services of a school district that on the  
26 effective date of this amendatory Act of the 95th General

1 Assembly are performed for the school district by a third  
2 party.

3 (Source: P.A. 95-241, eff. 8-17-07; 96-328, eff. 8-11-09.)

4 Section 99. Effective date. This Act takes effect July 1,  
5 2026.".